

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: Ronald S. Jones		Debtor(s)	BK. NO. 17-22147 GLT
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Toyota Lease Trust		Movant	CHAPTER 7
	v.		
Ronald S. Jones		Respondent	
	and		
Robert Shearer Esq., Trustee		Additional Respondent	
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**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**/s/ James C. Warmbrodt, Esquire**

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Attorney for Movant/Applicant

Date: March 8, 2019

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FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: Ronald S. Jones

Debtor(s)

Toyota Lease Trust

Movant

v.

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and

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BK. NO. 17-22147 GLT

CHAPTER 7

**MOTION OF TOYOTA LEASE TRUST  
FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER SECTION 362 PURSUANT TO BANKRUPTCY PROCEDURE RULE 4001**

Toyota Lease Trust (“Movant”), files this Motion for Relief from the Automatic Stay (“Motion”), and in support thereof would respectfully show:

1. On May 22, 2017, Debtor(s) filed a voluntary petition under Chapter 7 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. Section 157 and 1334.
3. Movant is the owner and holder of a Motor Vehicle Closed-End Lease Agreement ("Agreement") signed by Debtor(s) for a lease of a 2015 LEXUS CT200H , VIN: JTHKD5BH8F2214579 ("Vehicle"). A true and correct copy of the Agreement is attached hereto as Exhibit “A”.
4. Movant is the owner of the Vehicle, as is evidenced on the Certificate of Title for the Vehicle. A true and correct copy of the Certificate of Title is attached hereto as Exhibit “B”.
5. The Lease matured as of March 27, 2019. The vehicle must be surrendered or purchased at this time.
6. The outstanding balance under the contract is \$21,401.24.
7. The fair market value of the Collateral is \$17,250.00.

8. Movant alleges that the automatic stay should be lifted for cause pursuant to 11 U.S.C. Section 362 (d)(1) in that Movant lacks adequate protection of its interest in the Vehicle as evidenced by the following:

- (a) The Lease has matured and the Debtor has not returned the Vehicle nor purchased the Vehicle;
- (b) There is no equity in the Vehicle.

WHEREFORE, Movant respectfully prays that, upon final hearing of this Motion, (1) the automatic stay will be terminated as to Movant to permit Movant to seek its statutory and other available remedies (2) Movant be permitted to obtain possession of the Vehicle to the exclusion of Debtor(s): (3) Movant be granted its attorneys fees and costs: (4) Movant be granted such other and further relief, at law or in equity as its just.

Date: March 8, 2019

**/s/ James C. Warmbrodt, Esquire**

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